

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: JANUARY 17, 2007

Division: TDC

Bulk Item: Yes X No     

Department:                                     

Staff Contact Person/Phone #: Maxine Pacini  
296-1552

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**AGENDA ITEM WORDING:**

Agreement with Florida Powerboat Club, Inc. covering the 12<sup>th</sup> Annual Miami Boat Show Poker Run to Islamorada on February 22-26, 2007 in an amount of \$25,000, DAC IV, FY 2007 Event Resources.

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**ITEM BACKGROUND:**

TDC approved same at their meeting of November 14, 2006.

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**PREVIOUS RELEVANT BOCC ACTION:**

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**CONTRACT/AGREEMENT CHANGES:**

New Contract

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** \$25,000

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \$25,000

**SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X MS

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Florida Powerboat Club, Inc. Contract #                     

Effective Date: 1/17/07

Expiration Date: 11/30/07

**Contract Purpose/Description:**

Agreement with Florida Powerboat Club, Inc. covering the 12<sup>th</sup> Annual Miami Boat Show Poker Run to Islamorada on February 22-26, 2007 in an amount of \$25,000, DAC IV, FY 2007 Event Resources.

Contract Manager: Maxine Pacini 3523 TDC # 3  
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 1/17/07                      Agenda Deadline 1/2/07

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 25,000 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☒ No ☐ Account Codes : 115-75360-530340-T75M-604-X-530340  
 Grant: \$ \_\_\_\_\_ 120-70030-530340-T70M-604-X-530340  
 County Match: \$ \_\_\_\_\_

### ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr For: \_\_\_\_\_  
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	12/14/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Slane	12/14/06
Risk Management	12/14/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Slane	12-14-06
O.M.B./Purchasing	12/14/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	F. Per	12/14/06
County Attorney	12/8/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	S. Grimsley	12/8/06

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Turn Key Events Agreement

THIS AGREEMENT (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between MONROE COUNTY, a political subdivision of the state of Florida (County) and Florida Powerboat Club, Inc. a for profit organization organized under the laws of the state of Florida (Event Sponsor).

### WITNESSETH:

In consideration of the mutual covenants contained herein the parties agree as follows:

1. Payment: The COUNTY agrees to pay **\$25,000** (Twenty Five Thousand Dollars) for the **12<sup>th</sup> Annual Miami Boat Show Poker Run to Islamorada on February 22 - 26, 2007** from tourist development tax funds provided Event Sponsor meets all of its obligations under this agreement.

2. Scope of Services: The Event Sponsor agrees to provide the County with an event as specified in the Scope of Services below (Event):

- a). A four day powerboat rally and show
- b). Poker run with an awards party
- c). Power boat show case exhibits
- d). Swimwear show casing (Photography shoot)
- e). A TV show aired on a national television network that will be aired within ninety days (90) of event taking place

3. Payment: Upon receipt from Event Sponsor of documentation, reviewed and verified by the Tourist Development Council (TDC) Administrative Office, proving that event has been produced and promoted through marketing literature, advertising program/publication ads, television coverage (to be aired within ninety (90) days from completion of event), publicity and on-site advertising, and that the required insurance was obtained no less than twenty days prior to the event, COUNTY shall pay the sum in Paragraph 1.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the COUNTY.

4. Accounting: Financial records of Sponsor pertaining to this project shall be kept according to generally recognized accounting principles and shall be available to the COUNTY or to an authorized representative for audit. Records shall be retained a minimum of three years after contract has been performed.

5. Modification: Any changes to this contract may be made only by written mutual agreement, recommended by the TDC and approved by the COUNTY.

6. Termination: This Agreement terminates on September 30, 2007. **All invoices must be submitted prior to September 30, 2007.**

7. Non Occurrence of Event: The Event Sponsor shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

8. Indemnification and Hold Harmless: Event Sponsor agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by Event Sponsor.

9. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Event Sponsor shall maintain the required insurance through out the entire duration of the Event and any extensions specified in any attached schedules. Failure to comply with this provision shall release County of any obligation to compensate event sponsor. Further, any material misstatement in the application for insurance coverage shall release County from it's obligations to pay under this agreement. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- \* Original Certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

**An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the COUNTY prior to the Event. The insurance policy must state that the Monroe County is the certificate holder and additional Insured. Insurance should be mailed to:**

**Monroe County Board of County Commissioners**

**C/O Risk Management  
1100 Simonton Street  
Room 1-213  
Key West, FL 33040**

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials shall be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per Person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

10. Permits: The Event Sponsor will secure all required permits, licenses including but not limited to occupational licenses.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

12. Taxes: The COUNTY and TDC are exempt from Federal Excise and State of Florida Sales Tax.

13. Finance Charges: The COUNTY and TDC will not be responsible for any finance charges.

14. Relation of COUNTY/TDC: It is the intent of the parties hereto that the Event Sponsor shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the COUNTY and TDC, and the COUNTY and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

15. Disclosure: The Event Sponsor shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The Event Sponsor shall disclose to the COUNTY and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the COUNTY and TDC.

16. Assignment: The Event Sponsor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and COUNTY.

17. Compliance with laws - Nondiscrimination: The Event Sponsor, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

18. Security Protection: The Event Sponsor agrees to provide adequate security for the event.

19. Ethics Clause: The Event Sponsor warrants that it has not employed, retained or other wise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

20. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the COUNTY and TDC under this agreement.

21. Logo: All promotional literature and display advertising with the exception of generic advertising must display the "Florida Keys & Key West Come As You Are" logo/trade mark (**as per attached logo sample**). This logo/trade mark was adopted by the TDC and County in December 2006.

In-County Logo: The logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-county print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Emerson Fales or John Underwood with Tinsley Advertising at 305-856-6060.

Out of County Logo: The out of county logo does NOT include the "Monroe County Tourist Development Council" designation and is to be utilized in all other efforts including any approved out-of-county print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, trophies and koozie cups. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Emerson Fales or John Underwood at Tinsley Advertising at 305-856-6060.

22. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The Sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and execute the agreement for the Sponsor and c) this Agreement has been approved by the Sponsor's Board of Directors.

24. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". By execution of this Agreement, Sponsor warrants that it is in compliance with this requirement.

25. Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Sponsor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

26. Notice: Any notice required or permitted under this agreement shall be in writing and had delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

**For Grantee:** Stuart Jones  
Florida Powerboat Club, Inc.  
671 SE 18<sup>th</sup> Ave  
Pompano Beach, FL 33060

**For Grantor:** Lynda Stuart  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, FL 33040

**And**



Susan Grimsley, Asst. County Attorney  
P.O. Box 1026  
Key West, FL 33041-1026

27. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the COUNTY and Event Sponsor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)  
Attest:

Florida Powerboat Club, Inc.

By. \_\_\_\_\_  
Secretary

By.   
President

\_\_\_\_\_  
Print Name

STEWART JONES  
Print Name

Date: \_\_\_\_\_

Date: Dec 15, 2006

**OR TWO WITNESSES**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In-County Logo

The  
Florida Keys  
& Key West  
... come as you are®  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Out-of-County Logo

The  
Florida Keys  
& Key West  
... come as you are®